in fact sign? There seems to be no authority in this country on this particular point. But an English case, *Cycle Corp.* v. *Humber,* [1899] 2 Q. B. 414, held, in accordance with the conclusion in the instant case, that it was sufficient if the agent was authorized to sign the particular document which he did sign. It is submitted that this is the correct view.

GAME—RIGHT TO SHOOT WILD FOWL IN NAVIGABLE WATERS.—Defendant trustees, acting upon the assumption that they had the exclusive right of hunting and fishing in a certain tract, leased certain parts of a bay to a third party "for * * * purpose * * * of the gunning privilege and the right of shooting wild fowl." Upon the suit of a taxpayer to have the lease set aside on the ground that the trustees possessed no right to grant such privileges, *held,* that since the public had a right of passage over the bay it possessed the right to shoot wild fowl therein, and the lease was therefore void. *Smith* v. *Odell, et al.,* (N. Y. Supreme Court, 1921), 185 N. Y. S. 647.

The decision in the instant case proceeds on the theory that the privilege of shooting wild fowl is incidental to the right of navigation. Although some courts have upheld this doctrine, *Ainsworth* v. *Hunting and Fishing Club,* 153 Mich. 185, 116 N. W. 992; *Forestier* v. *Johnson,* 164 Cal. 24, 127 Pac. 156; yet generally where the soil is privately owned the existence of such an incidental right has been denied. *Schulte* v. *Warren,* 218 Ill. 108, 75 N. E. 783. See 16 MICH. L. REV. 37. The court attempts to justify its stand by drawing an analogy between the right to shoot wild fowl on navigable streams and the right to take wild game on land upon which one enjoys an easement. The answer is that a person who enjoys an easement on the land of another, for example for highway purposes, has no incidental right to shoot game thereon. He can use the land *for highway purposes only.* Any act inconsistent with his easement or in excess thereof makes the person, who up to that point was lawfully on the land, a trespasser. *Queen* v. *Pratt,* 4 El. & B. 860; *Adams* v. *Rivers,* 11 Barb. 390. The same rule should apply to the shooting of wild game in navigable waters, in which the public enjoys only a right of passage.

INFANTS—ACTION FOR PRENATAL INJURIES SUSTAINABLE.—In an action of negligence for injuries sustained while *en ventre sa mere,* it was *held,* that such an action could be sustained under the principles of the common law. *Drobner* v. *Peters* (1921), 186 N. Y. Supp. 278.

For a good many purposes an infant *en ventre sa mere* has been considered in existence, but in no case so far as is known has he been allowed to maintain a tort action for personal injuries. In general, however, the trend of the decisions seems to be that, for all purposes beneficial to the infant, an infant *en ventre sa mere* may be considered to be born. Thus such a child has been considered to be *in esse* for the purpose of securing a valid limitation of estates, *Long* v. *Blackall,* 7 Durn. & East 100; *Doe* v. *Clark,* 2 H. Black. 399; or he may take an estate by bequest, *Thelusson* v. *Woodford,* 4 Ves. Jr. 227. Or he may maintain action for the death of his father before birth due to the wrongful or negligent acts of another, *The George and Richard,* 3 L. R. Adm. 466; *Herndon* v. *St. Louis & S. F. Rd.,* 37 Okl. 256,

128 Pac. 727; *Galveston* v. *Contreras,* 31 Tex. Civ. App. 489, 72 S. W. 1051. After discussing *Nugent* v. *Brooklyn Heights R. Co.,* 154 App. Div. 667, 139 N. Y. Supp. 367, which the court regarded as being based upon the fact that no injuries to an infant *en ventre sa mere* due to the negligence of the carrier were recoverable since there was no contract of carriage and hence no duty on the part of the railroad to the infant, the court adopts the stand that the mere fact that there are no precedents for a negligence action of this character does not prevent the maintenance of one since the entire policy of the law is to protect and give such infants every right which is for their benefit. The fact that a criminal action has long been maintainable for injuries causing the death of a child while in the mother's womb seem to support an action of this sort. A strong dissent, however, presents a number of cases that make the decision of the majority at least questionable. *Nugent* v. *Brooklyn Heights Rd. Co., supra,* is discussed and considered as authority for the proposition that no such action may be maintained upon the basis that such an action is one in tort rather than upon the contract, as the majority opinion states. That such is the correct view seems to appear from the fact that the duty of ordinary care arises in the case even of a gratuitous passenger, and an infant *en ventre sa mere* certainly cannot be placed in the category of a trespasser. Similar cases in which the infant was not allowed to maintain a tort action for injuries to itself before birth are *Dietrich* v. *Northampton,* 138 Mass. 14, 75 Am. St. Rep. 176; *Allaire* v. *St. Luke's Hospital,* 184 Ill. 359, 56 N. E. 638; *Buel* v. *United Rys. Co.,* 248 Mo. 126, 154 S. W. 71, *Gorman* v. *Budlong,* 23 R. I. 169, 91 Am. St. Rep. 629. In view of such authorities to the contrary and with no cases to support the action of such child, there seems no basis for allowing a child to maintain a negligence action for injuries while *en ventre sa mere.* See 34 HARV. L. REV. 549.

INSURANCE—ACCIDENTAL DEATH—MILITARY SERVICE.—In an action by the beneficiary named in an insurance policy, which provided for double indemnity "in the event of death by accidental means (murder or suicide, sane or insane, not included)," it was *held,* that the death of the insured, caused by his being struck by a piece of shrapnel from an exploded shell while engaged in battle as a soldier, resulted through "accidental means" within the terms of the policy. *State Life Ins. Co.* v. *Allison,* (C. C. A., Fifth Circuit, 1920), 269 Fed. 93.

An injury is not produced by accidental means, within the terms of such a policy as is involved in the principal case, where it is the result of an act or acts in which the insured intentionally engages, and is caused by a voluntary, natural, ordinary movement, executed as was intended. *Stone* v. *Fidelity & Cas. Co. of N. Y.,* 133 Tenn. 672, 182 S. W. 252. But if any mischance supervenes even in such an intentional act, whereby an injury is caused, the injury is deemed accidental. *Preferred Acc. Ins. Co.* v. *Patterson,* 213 Fed. 595. In such a case the injury is accidental in the sense that the injury is an unforeseen and unexpected casualty. Accidental means are those which produce effects which are not their natural and probable consequences. 4 COOLEY,